

John R. Duckley, Jr.  
 Register  
 Plymouth County  
 Registry of Deeds

TRANSACTION NO. 180 CAP 71

Recorded..... 05-11-05 02:20PM

Instrument..... 54687  
 Book-Page..... 30505-241  
 Fee..... 175.00  
 Grantor(s).....  
 TEIXEIRA PEDRO  
 Grantee(s).....  
 UNITED STATES DISTRICT COURT  
 Town..... BRKTN  
 Type..... NTG

INSTRUMENT FEES	175.00	
POSTAGE	1.00	
RECORDING FEES		176.00
EXCISE STAMPS		0.00
TOTAL DUE		176.00

CASH	180.00	
TOTAL TENDERED		180.00
CHANGE		4.00
TOTAL PAID		176.00

We recommend a post-recording rundown

## QUITCLAIM DEED

I, **PEDRO TEIXEIRA**, individually, in consideration of less than **ONE HUNDRED DOLLARS AND 00/100** paid, *grant to UNITED STATES OF AMERICA, with Quitclaim Covenants,*

A certain parcel of land situated on the southerly side of Green Street known as 204 Green Street in Brockton, Plymouth County, Massachusetts, bounded and described as follows:

Beginning on the southerly side of Green Street at a point which marks the northwesterly corner of the within described premises, and also the northeasterly corner of land now or formerly of one Mackiewicz; thence running easterly along the southerly line of Green Street, sixty-two (62) feet, more or less, to a stake which marks the northeasterly corner of the within described premises; thence in a southerly direction along the westerly boundary line of land now or formerly of one Gray, one hundred (100) feet to a point; thence in a westerly direction along the northerly line of land of owners unknown, sixty-two (62) feet, more or less, to a point which marks the southeasterly corner of land of said Mackiewicz; and thence northerly along the easterly boundary line of land of said Mackiewicz, one hundred (100) feet to the point of beginning.

Being the same premises conveyed to the grantor by deed of Barbara J. Sanders, formerly known as Barbara J. Johansen, a/k/a Barbara J. Gasse dated January 21, 1987 and recorded with the Plymouth County Registry of Deeds in Book 7439 Page 033.

Witness my hand and seal 11<sup>th</sup> day of may, 2005

Pedro Teixeira  
PEDRO TEIXEIRA

## COMMONWEALTH OF MASSACHUSETTS

Plymouth, MA, ss.

On this 11<sup>th</sup> day of may, 2005, before me, the undersigned notary public, personally appeared **PEDRO TEIXEIRA**, proved to me through satisfactory evidence of identification, which was his driver's license, to be the person whose name is signed on the preceding document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

Aida Monteiro  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires November 12, 2010  
Notary Public

My commission expires: 11/12/2010

**PROPERTY ADDRESS: 204 GREEN STREET, BROCKTON, MASSACHUSETTS**

## RETURN TO

Mail to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ESCROW AGREEMENT**

ESCROW AGREEMENT entered into this 9th day of May, 2005, among Pedro Teixeira (herein "Surety"), Michael J. Sullivan, in his official capacity as United States Attorney for the District of Massachusetts (herein "United States Attorney"), and Tony Anastas, in his official capacity as Clerk of the United States District Court for the District of Massachusetts (herein "Escrow Agent").

WHEREAS, the Surety is desirous of effecting the release of Tony Teixeira (herein "Defendant") in Criminal No. 04-815-MBB on the terms and conditions of bail set forth in an Order Setting Conditions of Release (herein "Bail Order") dated May 9, 2005, ~~10~~, and entered by the Honorable Marianne B. Bowler, United States District Judge/Magistrate Judge, and has agreed to execute a personal bond in the amount of sixty thousand (\$ 60,000.00) Dollars (herein "Personal Bond") to secure the Defendant's compliance with the terms and conditions of the Bail Order.

NOW THEREFORE, in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

1. The Surety shall execute a quitclaim deed to the parcel of real property located at 204 Green Street, Brockton, Plymouth County, Massachusetts, in favor of the United States of America, and deliver said deed to the Escrow Agent to be held in escrow pursuant to the terms of this Agreement.

2. The Surety further agrees to execute any additional documents and take any action necessary to effectuate the transfer of said parcel of real property and facilitate the sale of such property in the event that the Defendant is in default of the terms and conditions of the Bail Order or Personal Bond.

3. The Escrow Agent shall hold the quitclaim deed in escrow under the following terms and conditions:

A. In the event that the Defendant fails to appear as required at all proceedings in Criminal No. 04-815-MBB & 04-10165-RCL or otherwise violates any condition of bail, and Defendant is declared to be in default by a judicial officer of the United States District Court for the District of Massachusetts, then, upon order of the Court, and in lieu of or in addition to foreclosure proceedings on any mortgage granted by the Surety, the Escrow Agent shall tender the quitclaim deed to the United States Attorney, and he shall cause the same to be immediately recorded without notice to the Surety. Any requirement that foreclosure proceedings be commenced upon any mortgage granted by the Surety in connection with Criminal No. 04-10165-RCL is expressly waived by the Surety.

B. This Agreement shall terminate upon the final disposition of Criminal No. 04-10165-RCL and written discharge of the bond provided to the Surety by the United States of America. Upon such termination, and upon order of the Court, the Escrow Agent shall deliver the quitclaim deed to the Surety.

4. The validity and construction of this Agreement shall be governed by the law of the Commonwealth of Massachusetts.

5. This Escrow Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors, assigns, and personal representatives.

IN WITNESS WHEREOF, the parties here have caused this Agreement to be executed as of the date first written above.

ESCROW AGENT:

SURETY:

TONY ANASTAS, CLERK OF COURT

PEDRO TEIXEIRA

By: \_\_\_\_\_  
Deputy Clerk

*Pedro Teixeira*

MICHAEL J. SULLIVAN,  
UNITED STATES ATTORNEY

By: *Michael J. Sullivan*  
Asst. U.S. Attorney

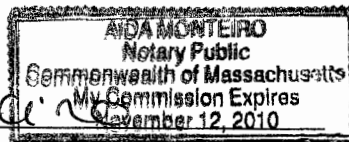
COMMONWEALTH OF MASSACHUSETTS

*Plymouth MA* SS

*may 11th*, 20*05*

Then personally appeared *Pedro Teixeira* and  
acknowledged the foregoing to be \_\_\_\_\_ free act and deed before me.

*A. Monteiro*  
NOTARY PUBLIC



My Commission Expires: *11/12/2010*